

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN RE:

LUIS HOMMY RODRIGUEZ VAZQUEZ
RUTH JACQUELINE CRUZ MERCED

DEBTORS

LUIS HOMMY RODRIGUEZ VAZQUEZ
RUTH JACQUELINE CRUZ MERCED

PLAINTIFFS

V.

USDA RURAL HOUSING SERVICE
ALEJANDRO OLIVERS RIVERA (Trustee)

DEFENDANTS

CASE NO. 20-03819 MCF13

CHAPTER 13

ADV. PROC. NO. 21-00024 MCF

PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

TO THE HONORABLE COURT:

COME NOW, **LUIS HOMMY RODRIGUEZ VAZQUEZ and RUTH JACQUELINE CRUZ MERCED**, the Plaintiffs/Debtors in the above captioned case, through their undersigned attorney, very respectfully state and pray as follows:

I. Introduction

1. On March 08, 2021, the Plaintiffs/Debtors filed a *Complaint* (Docket No. 1) seeking a declaratory judgment on the validity of a mortgage lien on the Debtors' residential real property, requesting the Court to declare that USA Rural Housing Service (the Defendant) does not hold a perfected security lien on the Debtors' real property and, thus, Ordering that the Defendant's Claim No. 4-1 be classified as a general unsecured claim, in

the above captioned case.

2. On June 21, 2021, the Defendant filed its *Answer to the Complaint* and denied the allegations in the Complaint concerning the Defendant's unperfected security lien on the Plaintiffs' real property, requesting the Court to dismiss the present Complaint. *See: Defendant's Answer to Complaint*, Docket No. 16.

3. On September 04, 2021, the Parties hereto filed a *Joint Initial Scheduling Conference Report*, Docket No. 17, and on September 07, 2021, the Court granted the same, Docket No. 19, in the above captioned adversary proceeding.

4. Under Rule 56(a) of the Federal Rules of Civil Procedure adopted by reference by Rule 7056 of the Federal Rules of Bankruptcy Procedure the Plaintiffs/Debtors move the Court for the entry of a Summary Judgment, requesting the Court to declare that the Defendant does not hold a perfected security lien on the Debtors' real property and Ordering that the Defendant's Claim No. 4-1 be re-classified as a general unsecured claim, in the above captioned proceeding.

II. Plaintiff's Statement of Material Uncontested Facts.

A. The Property

5. On February 16, 2001, the Plaintiffs/Debtors acquired a 100% property interest in a real property located at Borinquen Ward, Km. 3, Borinquen Rural Community Parcel Number 366 Caguas Puerto Rico, (hereinafter "the Property"). *See: Copy of Sales Deed Number 11, Exhibit "A".*

6. The Property is described, in the Spanish language, as follows:

"RUSTICA: Parcela marcada con el número 366 en el Plano Parcelación de la Comunidad Rural Borinquén del Barrio Borinquén (Tienda Grande) del término Municipal de Caguas, Puerto Rico, con cabida superficial de 0.1082

cuerdas, Equivalentes a 425.14 metros cuadrados. En lindes por el NORTE: con Parcela #367 de la Comunidad; SUR: con Parcela #365 de la Comunidad; ESTE: con calle #4 de la Comunidad; y por el OESTE: con la Parcela #372 y 373 de la Comunidad.”

B. The Sales Deed Number 11, the Mortgage Deed Number 12 and the Puerto Rico Property Registry.

7. On February 16, 2001, the Plaintiffs/Debtors (“Purchasers”) and Marcelino Delgado Rivera (“Seller”), executed a *Sales Deed* (entitled in the Spanish language: *Compraventa*) Deed Number 11, before Notary Public Moises Muñiz Hernandez. *See: Copy of Sales Deed Number 11, Exhibit “A”.*

8. On February 16, 2001, the Plaintiffs/Debtors executed a *Promissory Note*, in the sum of \$45,000.00 in favor of USDA Rural (the Defendant in the present case). *See: Copy of Promissory Note, Exhibit “B”.*

9. The \$45,000.00 *Promissory Note* was to be guaranteed with a *Mortgage Deed* No. 12 entitled in the Spanish language *Hipoteca Voluntaria*, executed on February 16, 2001, before Notary Public Moises Muñiz Hernandez. *See: Copy of Mortgage Deed No. 12, Exhibit “C”.*

10. On February 21, 2001, the *Mortgage Deed* Number 12 was filed (“presentada”) in the Puerto Rico Property Registry, Caguas I Section, at *asiento 102, diario 951*. *See: Copy of Property Registry Minute, Exhibit “D”.*

11. The Property Registry’s records/books reflect that the *Sales Deed* Number 11 and the *Mortgage Deed* Number 12, were never recorded/registered at the Property Registry of Puerto Rico. *See: Copy of Certification of Real Property*, dated December 16, 2020, issued by the Property Registrar Honorable Ana L. Robles Alago, Exhibit “E”.

12. The *Sales Deed* Number 11, dated February 16, 2001, states that Marcelino Delgado Rivera appears as the “Seller” and sole owner of the Property or Parcel number 366, since he (the “Seller”) had previously acquired a 100% interest in the Property through Deed Number 18, *Transfer of Rights and Hereditary Interests* (“*Cesión de Derechos y Acciones Hereditarias*”) dated November 28, 2000, before Notary Public Juan E. Nater Santana.

13. The Property Registry reflects that as of the date that the *Sales Deed* Number 11, was executed, February 16, 2001, the owners of the Property were, and still are: Marcelino Delgado Rivera, and an Inheritance Property Community composed by Celsa Rivera Torres, Enrique Rivera Torres, Francisco Rivera Torres, Miguel Rivera Torres, Nilsa Rivera Torres, Oscar Rivera Torres, Pedro Rivera Torres, Carmen Rosa Rivera Mirabal, Maria De Lourdes Rivera Mirabal, Felix Rene Rivera Mirabal, Ivan Rivera Mirabal, Pedro Pablo Rivera Ortiz, Marili Rivera Ortiz, Marisela Rivera Ortiz, and Mariela del Rosario Rivera Ortiz. See: Exhibit “E”.

14. The issue then before this Court is an issue of “*falta de trato*” or failure to meet the principle of successive claim of ownership which situation prevents the recordation of the *Sales Deed* Number 11 and the Defendant’s *Mortgage Deed* Number 12.

C. The Bankruptcy Court Proceedings

15. On September 28, 2020, the herein Plaintiffs/Debtors filed the above captioned bankruptcy petition under Chapter 13 of the Bankruptcy Code, 11 U.S.C. 1301 *et seq.* See: *Voluntary Petition*, Docket No. 01, Bankruptcy Case Number 20-03819 MCF13, U.S. Bankruptcy Court - District of Puerto Rico.

16. The Defendant USDA Rural is a listed creditor included in the Debtors' *Schedule E/F*, *Official Form 106E/F*, Docket No. 01, in the above captioned case. See: *Schedule E/F*, *Official Form 106E/F*, Docket No. 1, Bankruptcy Case Number 20-03819 MCF13, U.S. Bankruptcy Court - District of Puerto Rico.

17. The Defendant filed a proof of claim number 4-1 (POC #4-1), classified as a secured creditor in the sum of \$36,290.73, claiming a security, a mortgage lien, over the Plaintiffs'/Debtors' residential real property ("the Property"), in the above captioned case. See *Claim No. 4-1* filed by USDA Rural, Claims Register, Bankruptcy Case Number 20-03819 MCF13, U.S. Bankruptcy Court - District of Puerto Rico.

18. On December 7, 2020, the Plaintiffs/Debtors obtained a *Real Property Certification* ("Certificación de Propiedad Inmueble") issued on December 16, 2020, at 9:31AM by Ana L. Robles Alago, Property Registrar of the Puerto Rico Property Registry Caguas Section I, which document certifies that the Property is free and clear of any mortgage liens, specifically that the Defendant's *Mortgage Deed* Number 12, is not recorded in the Property Registry of Puerto Rico, resulting in that the Defendant does not have a perfected security in the Property and thus, its claim may not be classified as a secured claim, in the above captioned bankruptcy case.

III. Plaintiffs' Arguments and Legal Grounds

A. A motion for summary judgment is governed by Rule 7056 FRBP which makes Rule 56 applicable to adversary proceedings

19. Pursuant to Rule 7056 of the Federal Rules of Bankruptcy Procedure ("FRBP"), Rule 56 of the Federal Rules of Civil Procedure (F.R.Civ.P.) applies in adversary proceedings.

20. Rule 56 of the Federal Rules of Civil Procedure provides that summary judgment should be entered "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fed. R. Bankr. P. 7056; see also, *In re Colarusso*, 382 F.3d 51 (1st Cir. 2004), citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 322-323 (1986).

21. "The summary-judgment procedure authorized by Rule 56 is a method for promptly disposing of actions in which there is no genuine issue as to any material fact or in which only a question of law is involved." Wright, Miller & Kane, *Federal Practice and Procedure*, 3d, Vol 10A, § 2712 at 198. "

22. The moving party invariably bears both the initial as well as the ultimate burden in demonstrating its legal entitlement to summary judgment. *Adickes v. Kress & Co.*, 398 U.S. 144, 157 (1970).

23. A party may not rely upon bare allegations to create a factual dispute but is required to point to specific facts contained in affidavits, depositions and other supporting documents which, if established at trial, could lead to a finding for the moving party. *Over the Road Drivers, Inc. v. Transport Insurance Co.*, 637 F.2d 816, 818 (1st Cir. 1980).

24. The moving party has the burden to establish that it is entitled to summary judgment; no defense is required where an insufficient showing is made. *Lopez v. Corporacion Azucarera de Puerto Rico*, 938 F.2d 1510, 1517 (1st Cir. 1991). The nonmoving party need only oppose a summary judgment motion once the moving party has met its burden. *Adickes*, 398 U.S. at 159.

25. “The summary-judgment procedure authorized by Rule 56 is a method for promptly disposing of actions in which there is no genuine issue as to any material fact or in which only a question of law is involved.” Wright, Miller & Kane, Federal Practice and Procedure, 3d, Vol. 10A, Section 2717 at 198. “Rule 56 provides the means by which a party may pierce the allegations in the pleadings and obtain relief by introducing outside evidence showing that there are no fact issues that need to be tried.” Id. at 202-203. Summary judgment is not a substitute for a trial of disputed facts; the court may only determine whether there are issues to be tried, and it is improper if the existence of a material fact is uncertain. Id. at 205-206.

B. The “constitutive” requirement for a mortgage to be valid.

26. In Puerto Rico, the requisites, nature and effect of mortgages are set forth in the Commonwealth’s Civil Code and mortgage law. *Soto-Rios v. Banco Popular de Puerto Rico*, 662 F.3d 112, 118 (1st Cir. 2011).

27. Under Puerto Rico Law, every mortgage must satisfy three essential requisites in order to be validly constituted: (i) secure the fulfillment of a principal obligation; (ii) be stipulated in a deed and; (iii) it shall be recorded at the Registry of the Property. *Puerto Rico’s Real Estate Registry Act of 2015*, 30 L.P.R.A. Section 6084.

28. The Puerto Rico Civil Code also establishes the “constitutive effect of recordation” applicable to mortgages, by requiring that the mortgage deed be recorded at the Registry for the mortgage to be properly constituted and valid. Civil Code of Puerto Rico of 1930, 31 L.P.R.A. Section 5042.

29. The new Civil Code of Puerto Rico became effective on November 28, 2020. Article 1014 is the equivalent to previous Article 1774, 30 L.P.R.A. Section 6084. Article

1014 provides in the Spanish language: “[p]ara que la hipoteca quede válidamente constituida es indispensable que el instrumento en que se constituya se inscriba en el Registro de la Propiedad, excepto cuando la ley la reconoce como tácita.” 31 L.P.R.A. Section 9734.

30. In recent Supreme Court of Puerto Rico cases it was again held that under Article 1774 of the 1930 Civil Code of Puerto Rico (recently amended), the “constitutive effect of recordation” is a requisite for a mortgage to be valid. See: *Haedo Castro v. Roldan Morales*, 203 D.P.R. 324, 342 (2019); *DLJ Mortgage Capital, Inc. v. Garcia Ramos*, 2021 TSPR 66. See also: *Rosario Perez v. Registrar*, 115 D.P.R. 491 (1984).

31. “Without the recording, a creditor only has an unsecured personal obligation regarding the underlying debt”. *Soto-Rios v. Banco Popular de Puerto Rico*, 662 F.3d 112, 121 (1st Cir. 2011); see also: *Roig Commercial Bank v. Dueño*, 617 F. Supp. 913, 915 (D.P.R. 1985) (failure to promptly record the mortgage deed turned the promissory note into a personal obligation, unsecured, solely enforceable against the maker.’) *Benavides Posada v. Banco Popular de Puerto Rico*, 574 B.R. 32, (U.S. Bankruptcy Court DPR 2017); *DLJ Mortgage Capital, Inc. v. Garcia Ramos*, 2021 TSPR 66.

C. The Defendant may not claim a secured classification since its claim lacks evidence of having a perfected security interest

32. There are several decisions in cases stemming from the Bankruptcy Court for the District of Puerto Rico, which have entertained similar issues to the issues before the Court in the present case. See: *Ramos Garcia v. DLJ Mortgage Capital Inc., Opinion and Order*, Bankr. Case No. 14-05463 BKT, Adversary Number 15-00297; *Oliveras v. Banco Popular de Puerto Rico (In re Casanova)* 2018 Bankr. LEXIS 4009; *EMI Equity Mortgage v.*

Valdes-Morales, 315 F. Supp. 694 (D. Puerto Rico 2018); *Ortega Ramos v. Banco Popular de Puerto Rico*, *Opinion and Order*, Adv. No. 17-00092 (BKT) (May 8, 2018); *Mendez Garcia v. Rushmore Loan Management Services*, *Opinion and Order*, Case No. 17-2345 (ADC) September 28, 2018, U.S. District Court, D. Puerto Rico; *Benavides Posada v. Banco Popular de Puerto Rico*, 574 B.R. 32, 35 (D. Puerto Rico 2017); *In re Perez Mujica*, *Opinion and Order*, dated September 9, 2013 Case No. 12-1413 (DRD) Bankruptcy Case No. 09-07655 (ESL), Adv. No. 10-00024 (D. Puerto Rico); *Perez Mujica v. FirstBank P.R. (In Re Perez Mujica)*, 457 B.R. 177, 188 (Bankr. D.P.R. 2011); *Ramos v. Banco Popular de Puerto Rico*, 493 B.R. 355 (D. Puerto Rico 2013); *Ortega Rodriguez v. Doral Bank*, *Opinion and Order*, dated October 19, 2012, Case No. 11-09482 ESL Adv. No. 12-00003, D. Puerto Rico; *Hiraldo v. Banco Popular de Puerto Rico*, 471 B.R. 676 (D. Puerto Rico 2012); *Alvarado v. RG Premier Bank*, 463 B.R. 200 (D. Puerto Rico 2011).

33. In the case of *Ortega Ramos v. Banco Popular de Puerto Rico*, *Opinion and Order*, Adv. No. 17-00092 (BKT) (May 8, 2018), the Bank's mortgage deed had been recorded under the Law No. 216 of Dec. 27, 2010, known as the *Act to Streamline the Property Registry*, however, there existed an issue of "falta de trácto" or failure to meet the principle of successive claim of ownership which situation prevented the Bank to have a valid recordation.

34. In its *Opinion and Order*, Honorable Bankruptcy Judge Brian K. Tester held that although the Bank's mortgage deed had been presented and recorded, there was a material fact creating a defect in the recordation which prevented the Bank from having a valid recordation of said mortgage deed.

35. The Court held that "...BPPR's Mortgage Deed was not properly recorded pursuant to Puerto Rico Mortgage Law, and therefore, Defendant does not hold a secured claim". *Opinion and Order*, Adv. No. 17-00092, at page 9.

36. The *Ortega Ramos*, supra, decision is illustrative to the issue before the Court in the present case. The *Ortega Ramos* Court considered the facts surrounding the recordation of the Bank's deed and concluded that a defect of this nature, failure to meet the principle of successive claim of ownership, invalidated the recordation of the Bank's mortgage deed.

37. In the present case, the Defendant's *Mortgage Deed* Number 12 executed by the Plaintiffs/Debtors in favor of the Defendant is not, and may not be, recorded in the Property Registry since there is a defect in the successive claim of ownership which prevents its recordation. *See: Copy of Certification of Real Property*, dated December 16, 2020, issued by the Property Registrar Honorable Ana L. Robles Alago, Exhibit "E".

38. Article 219 of the Puerto Rico Registry Act states as follows:

"[c]ertifications include the content of the entries that are in the Registry. Registrars are the only officials that have the faculty to certify the content of the entries in the registries. The certifications issued are public documents that give faith to themselves, and as such, are admitted as evidence before the courts pursuant to the Rules of Evidence. 30 L.P.R.A. Section 6361.

39. Therefore, under the *Certification of Real Property* submitted in the present case (Exhibit "E"), it is undisputed that the Property is not encumbered by the Defendant's *Mortgage Deed* Number 12, thus, the Defendant does not hold a valid security in the Property.

40. Furthermore, from the *Certification of Real Property* submitted in the present case (Exhibit “E”), it is undisputed that the Property’s ownership title still remains under the name of the previous owners, thus, failing to meet the principle of the successive tract of ownership.

41. The principle of successive tract establishes the requirement that the registry entries be made continuously and successively. The registry history of transactions relating to ownership and other real rights over real estate cannot be interrupted. The one who transmit the title must have the title registered in their name as the holder. This principle requires that the estate be registered for the person making the transaction. See: *Ortega Ramos v. Banco Popular de Puerto Rico, Opinion and Order*, Adv. No. 17-00092 (BKT) (May 8, 2018).

IV. Conclusion and prayer for relief

42. In the present case, the evidence submitted establishes that the Defendant’s *Mortgage Deed* Number 12 is not recorded in the Property Registry, that the same may not be recorded since there is a defect in the successive claim of ownership that does not allow its recordation and which results in that the Defendant does not hold a perfected security/mortgage lien in the Property.

43. The Property Registrar has certified that the Defendant’s *Mortgage Deed* Number 12, is not recorded, neither filed and pending recordation. See: Copy of *Certification of Real Property*, dated December 16, 2020, issued by the Property Registrar Honorable Ana L. Robles Alago, Exhibit “E”.

44. The Plaintiffs respectfully request the Court to declare and Order the following:

---that the Defendant does not have a perfected security and/or a duly

recorded mortgage lien in the Property;

---for purposes of the bankruptcy case, the Defendant's Claim Number 4 is not a secured claim since it does not have a perfected security/mortgage lien in the Property; and

---Order that the Defendant's Claim Number 4 be classified as a general unsecured claim, in the present case.

45. The Plaintiffs/Debtors are entitled to Summary Judgment as a matter of law because there is no genuine controversy as to the material facts of the case and the applicable law and jurisprudence.

WHEREFORE, the Plaintiffs/Debtors Luis Hommy Rodriguez Vazquez and Ruth Jacqueline Cruz Merced respectfully request this Honorable Court to enter judgment granting the foregoing motion for summary judgment, in the above captioned adversary proceeding.

I CERTIFY that on this same date a copy of this motion was filed with the Clerk of the Court using the CM/ECF filing system which will send notice of same to: the Chapter 13 Trustee, Alejandro Oliveras Rivera, Esq.; W. Stephen Muldrow, United States Attorney, Desiree Laborde-Sanfiorenzo, Esq., Assistant United States Attorney, Counsel for the Defendant USDA Rural; I also certify that a copy of this motion was sent via US Mail to the Plaintiffs/Debtors: HC 08 Box 38725 Caguas PR 00725.

RESPECTFULLY SUBMITTED. In San Juan, Puerto Rico, this 8th day of December, 2021.

/s/ROBERTO FIGUEROA CARRASQUILLO
USDC # 203614
RFIGUEROA CARRASQUILLO LAW OFFICE PSC
ATTORNEY FOR the PLAINTIFFS/DEBTORS
PO BOX 186 CAGUAS PR 00726
TEL. 787-744-7699; 787-963-7699
EMAIL: rfc@rfigueroalaw.com

-----NUMERO ONCE-----

-----COMPROVENTA-----

--En la ciudad de Caguas, Puerto Rico a los dieciseis (16) --
días del mes de febrero de dos mil uno (2001).-----

-----ANTE MI-----

--MOISES MUÑIZ HERNANDEZ: Notario Público de Puerto Rico con -
residencia, vecindad y notaria abierta en la ciudad de Caguas,
Puerto Rico.-----

-----COMPARECEN-----

--DE UNA PARTE: DON MARCELINO DELGADO RIVERA, Seguro Social -
-9434, mayor de edad, soltero, propietario, pensionado y
vecino de Caguas, Puerto Rico; COMO VENDEDOR.-----

--DE LA OTRA PARTE: DON LUIS HOMMY RODRIGUEZ VAZQUEZ, Seguro -
Social -7222, mayor de edad, soltero, empleado y vecino
de Caguas Puerto Rico.-----

--y DOÑA RUTH JACKELINE CRUZ MERCED, Seguro Social 7476
de veinte (20) años de edad, soltera, ama de casa y vecina de
Caguas, Puerto Rico; COMO COMPRADORES.-----

--DOY FE del conocimiento personal de los comparecientes y por
sus dichos también la doy en cuanto a su edad, estado civil, -
profesión y vecindad. Me aseguran tener y a mi juicio tienan-
sin que nada me conste en contrario la capacidad legal necesa-
ria para este otorgamiento y en tal virtud libre y voluntaria-
mente.-----

-----EXPONEN-----

M.D.R.
R.J.CM
L.H.R.V

--PRIMERO: Que el vendedor es dueño de la siguiente propiedad:

--RUSTICA: Parcela marcada con el número trescientos sesenta y seis (366) en el plano de parcelación de la comunidad rural -- Borinquen del Barrio Borinquen (Tienda Grande) del término municipal de Caguas, Puerto Rico, con una cabida superficial de CERO PUNTO MIL OCHENTA Y DOS CUERDAS (0.1082cdas); equivalentes a CUATROCIENTOS VEINTICINCO PUNTO CATÓRCE METROS CUADRADOS --- (425.14m²). En lindes por el Norte, con la parcela trescientos sesenta y siete de la comunidad; por el Sur, con la parcela trescientos sesenta y cinco de la comunidad; por el Este, -- con la calle cuatro de la comunidad; y por el Oeste, con las - parcelas trescientos setenta y dos y trescientos setenta y -- tres de la comunidad.

--Consta inscrita al folio noventa (90) del tomo mil ciento -- veintiuno (1121) de Caguas, finca treinta y ocho mil cuatrocientos cincuenta y uno (38,451).

--SEGUNDO: -----TITULO Y CARGAS-----

--Adquirió el vendedor la descrita propiedad según consta de la escritura número dieciocho (18) sobre Cesión de Derecho y Acciones Hereditarios, otorgada el día veintiocho (28) de noviembre de dos mil (2000) en Caguas, Puerto Rico ante el notario Juan E. Nater Santana, en cuanto a la participación de su esposa se refiere, la cual consta presentada y pendiente de inscripción al Asiento ciento cuarenta y uno (141) Diario novenarios cuarenta y tres (943) de Caguas.

--Dicha propiedad se halla libre de cargas.

--TERCERO: -----COMPROVENTA-----

--Habiendo sido convenido el vendedor, por la presente VENDE CEDE Y TRASPASA a favor de los compradores, por partes iguales esto es CINCUENTA PORCIENTO (50%) para cada uno de ellos, y -- estos COMPRAN, ACEPTAN Y ADQUIEREN, el inmueble antes descrito por el convenido y ajustado precio de CUARENTA Y CINCO MIL -- DOLARES (\$45,000.00) los cuales recibe el vendedor, en este -- acto, de manos de los compradores y a su entera satisfacción y contento por lo cual dicho vendedor otorga a los compradores la más formal y eficaz carta de pago, quedando así consumada la enajenación sin condición alguna que limita el derecho de propiedad de los adquirentes.

--CUARTO: Los compradores entran en posesión de lo aquí adquirido sin más acto ni título que esta escritura, quedando obligado el vendedor al saneamiento en caso de evicción con arreglo

M.W.R.
R.J.C.M.
L.A.R.V.

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--Y por sus dichos tambien la se con cuento a su edad, estado civil, profesion y vecindad y de lo demas que aseguro o refiero en este instrumento publico YO, el Notario, DOY FE.-----

Marcelino Delgado Rivera
Ruth Jacqueline Cruz Merced
Luis Henrry Rodriguez Vazquez

M.D.R.
R.J.C.M
L.H.R.V

-----NUMBER ELEVEN-----
-----SALE-----
--In the city of Caguas, Puerto Rico on the sixteenth (16th) day of the month of February of the year two thousand and one (2001).-----
-----BEFORE ME-----
--MOISES MUÑIZ HERNANDEZ: Notary Public of Puerto Rico, with residence, neighborhood and notary office open in the city of Caguas, Puerto Rico.-----
-----COME NOW-----
--FOR THE PARTY OF THE FIRST PART: Mr. MARCELINO DELGADO RIVERA, Social Security -9434, of legal age, single, owner, pensioner and a resident of Caguas, Puerto Rico; AS SELLER.-----
---FOR THE PARTY OF THE SECOND PART: Mr. LUIS HOMMY RODRIGUEZ VAZQUEZ, Social Security -7222, of legal age, single, employee and a resident of Caguas, Puerto Rico.-----
---and MRS. RUTH JACKELINE CRUZ MERCED, Social Security -7476, twenty (20) years of age, single, homemaker and a resident of Caguas, Puerto Rico; AS PURCHASERS.-----
--I ATTEST to my personal knowledge of the persons appearing, and by their statements I also attest as to their age, marital status, profession and residence. They assure me that they have, and in my judgment they do have, without any evidence to the contrary, the legal capacity necessary for this grant, and in virtue thereof they freely and voluntarily-----
-----STATE-----

[3 sets of
Initials]

--FIRST: That the seller owns the following property:

--RURAL: Lot marked with the number three hundred and sixty-six (366) in the plot plan of the rural community of THE Borinquen Ward (Tienda Grande) in the municipal area of Caguas, Puerto Rico, with a surface area of ZERO POINT ONE THOUSAND EIGHTY-TWO QUERDAS (0.1082 cdas); equivalent to FOUR HUNDRED TWENTY-FIVE POINT FOURTEEN SQUARE METERS (425.14 sqm). Bounded on the North, with lot three hundred and sixty-seven of the community; on the South, with lot three hundred and sixty-five of the community; on the East, with street four of the community; and on the West, with lots three hundred and seventy-two and three hundred and seventy-three of the community.-----

--It appears inscribed on folio ninety (90) of volume one thousand one hundred twenty-one (1121) of Caguas, estate thirty-eight thousand four hundred fifty-one (38,451).-----

-SECOND:-----TITLE AND ENCUMBRANCES-----

--The seller acquired the described property pursuant to deed number eighteen (18) on Assignment of Inheritance Rights and Shares, granted on November twenty-eighth (28), two thousand (2000) in Caguas, Puerto Rico before the Notary Juan E. Nater Santana, as to the share of his wife, which deed is filed and pending registration at entry one hundred forty-one (141), Journal number nine hundred forty-three (943) of Caguas.-----

--This property is free of encumbrances.-----

-THIRD:-----SALE-----

--The seller having agreed, he hereby SELLS AND TRANSFERS in favor of the purchasers, in equal parts, that is, FIFTY PERCENT (50%) for each of them, and they PURCHASE, ACCEPT AND ACQUIRE, the above-described property for the agreed and adjusted price of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00), which the seller receives, in this act, from the hands of the purchasers and to his entire satisfaction and contentment, for which the said seller grants to the purchasers the most formal and efficient letter of payment, being thus consummated, in the hands of the purchasers and to their entire satisfaction and satisfaction, which the seller receives, in this act, from the hands of the purchasers and to their entire satisfaction and contentment, for which said seller grants to the purchasers the most formal and effective letter of payment, the alienation of the property thus being consummated without any condition that limits the right of property of the purchasers.-----

--FOURTH: The purchasers enter into possession of what has been acquired herewith without any other act or title than this deed, the seller being obliged to make good in the event of eviction in accordance with the law.-----

[3 sets of
Initials]

--FIFTH: The seller agrees to pay any outstanding property taxes due as of this date. The commitment to pay includes all outstanding taxes due to date even if they have not yet been notified.-----

-----**ACCEPTANCE**-----

--The undersigned accept this deed in all of its parts since they find it to be in accordance with their instructions and I, the Notary, have made the pertinent reservations and warnings of law.-----

-----GRANT-----

--So stated and granted before me by the parties appearing before me after having waived the right which I advised them they had to require the presence of witnesses.-----

----- READING -----

--Read by ME and by the grantors herein, who ratify and sign it by initialing and affixing their initials on all of the pages of this deed.-----

--I attests as to all of the preceding, as well as to having identified:-----

--Marcelino Delgado Rivera, by means of Driver's License
number ninety-five, seven
0957), -----

--Luis Hommy Rodríguez Vázquez, by means of Driver's License
number five, seventy-five, two (5752),--

Ruth Jackeline Cruz Merced, by means of Electoral Card number
-nine, forty-five, four (9454).

--Said identifications are issued by the Government of Puerto Rico and contain their signatures and photographs, which they

[3 sets of
Initials]

--And as to their statements regarding their age, marital status, profession and residence, and to everything else that I aver or refer to in this public instrument, I, the Notary,
DO ATTEST.-----

[Signature:] *Marcelino Delgado Rivera*

[Signature:] *Ruth Jackeline Cruz Merced*

[Signature:] *Luis Hommy Rodriguez Vazquez*

CERTIFICATE OF TRANSLATOR # JF-2021-189

I am a United States court-certified interpreter, and I CERTIFY that the above is a faithful translation of the Spanish source, which I have performed to the best of my ability. It consists of five (5) pages, including this certification sheet, and contains no changes or erasures.

The content of this translation is a Deed of Sale granted in the Commonwealth of Puerto Rico on February 16, 2001

In Cambridge, Massachusetts, on December 7, 2021.



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'COPIA'

PROMISSORY NOTE

Type of Loan SECTION 502

Loan No. 4899

Date: February 16, 2001

Bo Borinquen Km 3. Parc Nuevas
(Property Address)

Caguas, Caguas, Puerto Rico
(City or Town) (County) (State)

BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay to the order of the United States of America, acting through the Rural Housing Service (and its successors) ("Government") \$ 45,000.00 (this amount is called "principal"), plus interest.

INTEREST. Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 6.875 %. The interest rate required by this section is the rate I will pay both before and after any default described below.

PAYMENTS. I agree to pay principal and interest using one of two alternatives indicated below:

I. Principal and interest payments shall be temporarily deferred. The interest accrued to _____, _____ shall be added to the principal. The new principal and later accrued interest shall be payable in _____ regular amortized installments on the date indicated in the box below. I authorize the Government to enter the amount of such new principal here: \$ _____, and the amount of such regular installments in the box below when such amounts have been determined. I agree to pay principal and interest in installments as indicated in the box below

II. Payments shall not be deferred. I agree to pay principal and interest in 396 installments as indicated in the box below.

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 16th day of each month beginning on March 16, 2001 and continuing for 395 months. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this note. My monthly payments will be applied to interest before principal. If on February 16, 2034, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date."

My monthly payment will be \$ 287.78. I will make my monthly payment at the post office address noted on my billing statement or a different place if required by the Government.

PRINCIPAL ADVANCES. If the entire principal amount of the loan is not advanced at the time of loan closing, the unadvanced balance of the loan will be advanced at my request provided the Government agrees to the advance. The Government must make the advance provided the advance is requested for an authorized purpose. Interest shall accrue on the amount of each advance beginning on the date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of such advance on the Record of Advances.

HOUSING ACT OF 1949. This promissory note is made pursuant to title V of the Housing Act of 1949. It is for the type of loan indicated in the "Type of Loan" block at the top of this note. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

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LATE CHARGES. If the Government has not received the full amount of any monthly payment by the end of 14 days after the date it is due, I will pay a late charge. The amount of the charge will be 4.000 percent of an overdue payment of principal and interest. I will pay this charge promptly, but only once on each late payment.

BORROWER'S RIGHT TO PREPAY. I have the right to make payments of principal at any time before they are due. Payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

COPIA

I may make a full prepayment or partial repayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to those changes. Prepayments will be applied to my loan in accordance with the Government regulations and accounting procedures in effect on the date of receipt of the payment.

ASSIGNMENT OF NOTE. I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

CREDIT ELSEWHERE CERTIFICATION. I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

USE CERTIFICATION. I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY. If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer, or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

*L.P.R.
RSCY* REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT. I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

SUBSIDY REPAYMENT AGREEMENT. I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

CREDIT SALE TO NONPROGRAM BORROWER. The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

DEFAULT. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as described in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

OBLIGATIONS OF PERSONS UNDER THIS NOTE. If more than one person signs this note, each person is fully personally obligated to keep all of the promises made in this note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this note is also obligated to do these things. The Government may enforce its rights under this note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this note. The term "Borrower" shall refer to each person signing this note.

WAIVERS. I and any other person who has obligations under this note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Government to demand payment of amounts due. "Notice of dishonor" means the right to require the Government to give notice to other persons that amounts due have not been paid.

WARNING: Failure to fully disclose accurate and truthful financial information in connection with my loan application may result in the termination of program assistance currently being received, and the denial of future federal assistance under the Department of Agriculture's Debarment regulations, 7 C.F.R. part 3017.

Ruth Jacqueline Guy Merced Seal
Borrower Ruth Jacqueline Guy Merced Seal
'COPIA'

Borrower

Ruth Jackeline Guy Merred Seal
Borrower

Borrower

Seal

Seal

Borrower

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$		(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL \$					

Account #: 1899

Exhibit "C"

ANTE MI
BEFORE ME

MOISES MUÑIZ HERNANDEZ

Abogado y Notario Público de la Isla de Puerto Rico con residencia en
Attorney and Notary Public for the Island of Puerto Rico, with residence in

Caguas y oficina en Caguas Puerto Rico.
and office in Caguas Puerto Rico.

COMPARCEN
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominadas de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales
The persons named in paragraph TWELFTH of this mortgage hereinafter called the "mortgagor" and whose personal circumstances

aparecen de dicho párrafo.
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their

de su edad, estado civil, profesión y vecindad.
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento
of their property, and they have, in my judgment, the necessary legal capacity to grant this

miento.
voluntary mortgage.

EXPONEN
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same

denominada de aquí en adelante "los bienes".
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están sujetos a los gravámenes que
SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States

América, actuando por conducto de la Administración de Desarrollo Rural
of America, acting through the Rural Development.

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con
hereinafter called the "mortgagee" in connection with



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las contribuciones, avaluos (impuestos) y otros cargos que se
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.
estimated against the property.

CUARTO: Se sobreentiende que:
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Desarrollo Rural o el Título Quinto de
consolidating the Rural Development or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acre-
(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.
and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagee,

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "cargo anual".
ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any



cualquier convenio suplementario por parte del deudor.
any supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestamista
shall secure payment of the note; but when the note is held by an insured

misterio asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento
against loss under its insurance endorsement by reason of any default

por parte del deudor hipotecario.
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipotecario
is held by the mortgagee, or in the event the mortgagee

ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVENTA
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía
(b) at all times when the note is held by an insured lender, in guarantee

tia de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier
insurance endorsements by reason of any default by the mortgagor, and (c) in any

caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in



la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagor on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging,

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvente, pérdida sufrida por el acreedor before and after maturity until paid, losses sustained by the

deudor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier otra desembolso o adelanto por el acreedor hipotecario por cuenta del deudor mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costos with interest until repaid to the mortgagor, costs, expenses and

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación attorney's fees of the mortgagor all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento. amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
 (One) To pay promptly when due any indebtedness



deudor hipotecario contra el cual los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee.

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los :
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Desarrollo Rural
regulations of the Rural Development

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado
(Three) At all times when the note is held by an insured lender,

raro, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del
subparagraph shall bear interest at the rate of SEIS Y SIETE OCTAVO

por ciento (6.875 %)
per cent (6.875 %)

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber
or for taxes or assessments or other similar charges by reason of the



teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipó-
with interest, shall be immediately due and payable by the mortgagor

teario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee

hipotecario determinare.
determines.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-
(Seven) To pay when due all taxes, special assessments, liens

menes y cargas que graven los bienes o los derechos o intereses del deudor hipó-
and charges encumbering the property or the right or interest of mortgagee

teario bajo los términos de esta hipoteca.
under the terms of this mortgage.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-
(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-
by mortgagee on all existing buildings and improvements on the pro-

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
property and on any buildings and improvements put there on in the future. The insurance against

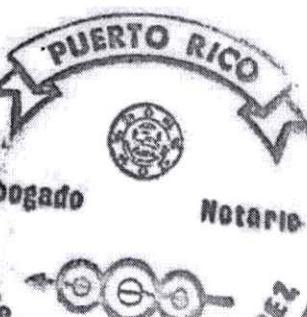
otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions

aprobare el acreedor hipotecario.
approved by mortgagee.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-
necessary repairs for the conservation of the property; he will not commit nor

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
permit to be committed any deterioration of the property; he will not remove nor demolish



en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practices.

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Desarrollo Rural
in the regulations of the Rural Development

hipotecario personalmente operará los bienes por sí y por medio de su familia como
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of such action, and mortgagee at its option

LHRV
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T.C.D
L.V.M.F



para adelantos, gastos y otros pagos.-----
for advances, expenditures and other payments.-----

{Catorce} Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect-----

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor
should abandon the property or voluntarily deliver it to mortgagee,-----

hipotecario, el acreedor hipotecario es por la presente autorizado y con poder
mortgagee is hereby authorized and empowered-----

res para tomar posesión de los bienes, arrendarlos y administrarlos y cobrar
to take possession of the property, to rent and administer the same and collect-----

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the-----

gastos de cobro y administración y en segundo término al pago de la deuda evidenciada
costs of collection and administration and secondly to the payment of the debt evidenced-----

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,
by the note or any indebtedness to mortgagee hereby guaranteed,-----

en el orden y manera que el acreedor hipotecario determinare.
in what ever order and manner mortgagee may determine.-----

{Quince} En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor-----

hipotecario puede obtener un préstamo de una asociación de crédito para producir
may be able to obtain a loan from a credit association for production-----

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
a Federal Bank or other responsible source, cooperative or private, at a-----

tipo de interés y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes,-----

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept-----

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesarias
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.
purchase any necessary shares of stock in the cooperative agency in regard to said loan.-----

{Dieciseis} El incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured-----

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como
by this mortgage, or should mortgagor, or any one of the persons herein called-----

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera
mortgagor, default in the payment of any amounts or violate or fail to comply-----

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant, or agreement contained herein,-----

o en cualquier convenio suplementario; o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an-----

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-----

V-HRV
V-HCM
S.C.D
J.U.M.F



Notario

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda
declare all amounts unpaid under the note, and any indebtedness—

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y
to the mortgagee secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los
to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se
property and any expenses and obligations that mortgagor did not pay as

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de
agreed in this mortgage, including taxes, assessments, insurance premium.

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes
and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)

de solicitar la protección de la ley.-----
request the protection of the law.-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario
(Seventeen) Mortgagor will pay, or reimburse mortgagee _____.

**todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos
for all necessary expenses for the fulfillment of the covenants and agreements**

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, incluyendo la de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, incluyendo la

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios
the costs of survey, evidence of title, court costs, recordation fee and -

arios de abogado.-----
attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y
(Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

*hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u
enforce performance at a subsequent date of the same, similar or other covenant, agreement*

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la responsabilidad herein set forth, and without affecting the liability

abilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí
any person for payment of the note or any indebtedness -----

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del
right thereby, and without affecting the lien created upon such property or the priority of

avámen, el acreedor hipotecario es por la presente autorizado y con poder en
aid lien, the mortgagee is hereby and authorized and empowered at

any time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos)
contained herein or in the note or any supplementary agreement; (two) -

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar deferimiento o part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre postponement of this mortgage to any other lien over

dichos bienes.
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interest en la hipoteca, and no insured lender shall have any right, title or interest

interés alguno en o sobre el gravámen y los beneficios aquí contenidos. in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otras hipotecas, préstamo refaccionario, o hipoteca de bienes muebles poseída (Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; and insured by mortgagee and executed or assumed by mortgagor,

teario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca. constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será (Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given,

en el caso del acreedor hipotecario a Administración de Desarrollo Rural in the case of mortgagee to Rural Development

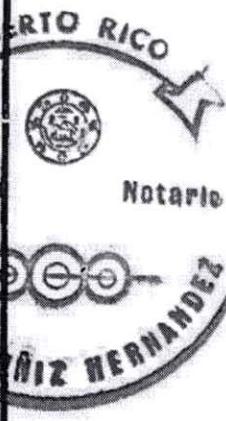
Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se case of mortgagor to him at the post office address of his residence as stated

específica más adelante. hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee

V.H.FV
RSCM
J.C.D
J.V.MF



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recibido al pago de los gastos en que incurriere en su ejecución la parte pendiente de pago

received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta

of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.

mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso

SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmendada.

of foreclosure of this mortgage, in conformity with the mortgage law, as amended.

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma

mortgagor does hereby appraise the mortgaged property in the amount

de CUARENTA Y CINCO MIL DOLARES (\$45,000.00).

of

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte

considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-

ministración on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Desarrollo Rural ahora en vigor y a futuros reglamentos,

Rural Development now in effect, and to its future regulations

no inconsistentes con los términos de esta hipoteca, así como también sujeta a

not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación

laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.

insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:

NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de

One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor

this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagare:

should assign this mortgage without insurance of the note.

Abogado Notario

PUERTO RICO

MOISES MUÑIZ HERNDON

CUARENTA Y CINCO MIL DOLARES (\$ 45,000.00 -)

DOLLARS (\$

el principal de dicho pagaré, con sus intereses según estipulados a razón del

the principal amount of said note, together with interest as stipulated thereon at the rate of

SEIS Y SIETE OCTAVO por ciénto (6.875 %) anual;

per cent (6.875 %) per annum;

para indemnizar al acreedor hipotecario con adelantos del prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH,

Tercero;-----
Three;

(B)
(B)

SESENTA Y SIETE MIL QUINIENTOS ----- DOLARES (\$ 67,500.00)---
DOLLARS (\$

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.-----
sustain under its insurance of payment of the note;

Tres. En cualquier caso y en todo tiempo;
Three. In any event and at all times whatsoever:

(A) DIECIOCHO MIL DOLARES-----
(A)

(\$ 18,000.00----) para intereses después de mora;
(\$ 18,000.00----) for default interest;

(B) NUEVE MIL DOLARES-----
(B)

(\$ 9,000.00----) para contribuciones, seguro y otros adelantos para la con-
(\$ 9,000.00----) for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero;
SIXTH, Three;

(C) CUATRO MIL QUINIENTOS DOLARES-----
(C)

(\$ 4,500.00--) para costas, gastos y honorarios de abogado en caso
(\$ 4,500.00--) for costs, expenses and attorney's fees in case

de ejecución;
of foreclosure;

(B) CUATRO MIL QUINIENTOS DOLARES-----
(D)

(\$ 4,500.00----) para costas y gastos que incurriente el acreedor hipoteca-
(\$ 4,500.00----) for costs and expenditures incurred by the mortgagee in

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece.
provided in paragraph (SIXTH, Thirteen).

L.HRV
RSCM
J.C.B
Z.V.M.F



(C 899) fechado el dia dated the dieciseis

(16) de day of febrero de dos mil uno (2001)

por la suma de
in the amount ofCUARENTA Y CINCO MIL (\$45,000.00) dólares de principal más
of principal plusintereses sobre el balance del principal adeudado a razón del
interest over the unpaid balance at the rate ofEIS Y SIETE OCTAVO { 6.875% } por ciento anual,
percent per annum,hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-
until the principal is totally paid according to the terms, installments,ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos
conditions and stipulation contained in the promissory note and as agreedentre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
between the borrower and the Government, except that the final installment of therepresentada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero
entire debt herein evidenced, if not sooner paid, will be duea los
and payable TREINTA Y TRES (33)años de la fecha de este pagaré.
years from the date of this promissory note.Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by theGobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the UnitedUnidos de América denominada "Consolidated Farm and Rural Development Act
States of America known as "Consolidated Farm and Rural Development Act"of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, ashan sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of thede Desarrollo Rural y a los futuros reglamentos no inconsistentes con dicha
Rural Development and to its future regulations not inconsistent with theLey. De cuya descripción, yo, el Notario Autorizante, DOY FE. ---
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH. ---UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se
ELEVENTH: That the property object of this deed and over whichconstituye Hipoteca Voluntaria, se describe como sigue:
voluntary mortgage is constituted, is described as follows:

lunes por el Norte, con la calle cuatro de la comunidad; por el Sur, con las parcelas trescientos sesenta y -- cico de la comunidad; por el Este, con la calle cuatro de la comu- nidad; y por el Oeste, con las parcelas trescientos setenta y dos y trescientos setenta y tres de la comunidad.-----

--Consta inscrita al folio noventa (90) del tomo mil ciento veintiuno (1121) de Caguas finca treinta y cohí mil cuatrocientos -- cincuenta y uno (38,451).-----

Adquirió el prestatario la descrita finca por
Borrower acquired the described property by _____ compra-----

según consta de la Escritura Número
pursuant to Deed Number -----once (11)-----

de fecha
dated dieciseis (16) de febrero de dos mil uno (2001)-----

otorgada en la ciudad de
executed in the city of Caguas Puerto Rico,-----

ante el Notario
before Notary MOISES MUÑIZ HERNANDEZ.-----

Dicha propiedad se encuentra
Said property is libre de cargas.-----

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-
TWELFTH: The parties appearing in the present deed as Mortgagors -----

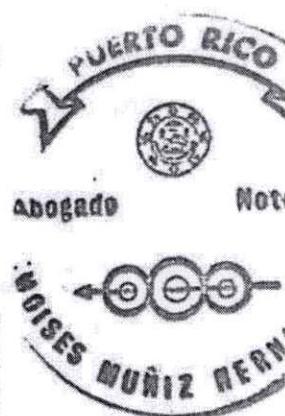
carios
are VEASE APARTADO VIGESIMO SEGUNDO.-----

cuya dirección postal es:
whose postal address is: HC-03 Box 39895, Caguas, Puerto Rico -----

00725.-----

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used-----

L.A.R.V.
PCM
J.C.D
L.U.M.F



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aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.—
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcción
or building existing on the farm(s) hereinbefore described and all improvement,

o edificación que se construya en dicha finca(s) durante la vigencia del pre-
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.
owners or by their assignees or successors.

L H RV
BSCM
J.C.O
J. V. M.F
DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Desarrollo Rural)
representatives, in favor of mortgagor (Rural Development)

cualquier derecho de Hogar Securo (Homestead) que en el presente o en el futuro
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construidos; renuncia esta permitida
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Desarrollo Rural por la Ley Número trece
in favor of the Rural Development by Law Number Thirteen

(13) del veintiocho de mayo de mil novecientos sesenta y nueve (1969) (31
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. 1851).—
L.P.R.A. 1851).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual
SEVENTH: Mortgagor and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with



días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor, hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

--VIGESIMO PRIMERO:

Para fines del Registro de la Propiedad se hace --
constar que "LA PARTE COMPRADORA " obtuvo el dinero para pagar
el precio de venta de esta propiedad mediante un préstamo (Ru-
ral Housing Loan) (RH-502) por la "RURAL DEVELOPMENT" -----
agencia ejecutiva adscrita al Departamento de agricultura de -
los Estados Unidos de América de conformidad con los términos-
provistos por la Sección 502 del Título V de la ley Nacional de
Vivienda de 1949, según enmendada, 43 U.S.C.A. 1471 et seq., y
el Reglamento Federal debidamente aprobado para instrumentar -"
la misma, el cual aparece debidamente codificado en el "Code -
of Federal Regulations (7CFR 1951 Subpart I & 1955 Subpart A)"

L.H.R.V
R.J.C.M
T.C.D
J.V.M.F



sin el consentimiento del Gobierno Federal cese de ocupar la propiedad así adquirida, o que el prestatario solicite la liberación del gravámen constituido sobre esta propiedad mediante la ejecución de la hipoteca que lo garantiza, o mediante ejecución en pago; aclarándose además que si el prestatario hiciere un traspaso, o de cualquier forma cediere el título de la misma o de cualquier intereses en ella, o la vendiere, o la arrendare por un período mayor de tres (3) años, o la arrendare por un período menor de tres (3) años con opción a compra, o la vendiere sin el consentimiento por escrito del Gobierno Federal como acreedor hipotecario, este (el Gobierno) queda irrevocablemente autorizado de conformidad a la intención legislativa del congreso de los Estados Unidos contenida en ésta legislación especial y expresada en las disposiciones legales antes citadas, con poderes, a su opción y sin notificación, a declarar toda deuda no pagada bajo los términos del pagaré antes mencionado o cualquier otra deuda contraída con el Gobierno, inmediatamente vencida y pagadera y proceder a su ejecución de acuerdo con la ley; por todo lo cual se solicita al Honorable Registrador de la Propiedad tome conocimiento de esta cláusula e inscriba la misma a los efectos de dar avisos a terceras personas que en el futuro deseen o interesen adquirir esta propiedad para que ellos conozcan que para poder acogerse, recibir y disfrutar los beneficios y privilegios de ésta legislación que provee préstamos para adquirir viviendas la persona o personas tiene que cualificar y reunir los requisitos que exige esta legislación.

LHAR
RJCM
T. CO
JUAN F



veinte (20) años de edad, soltera, ama de casa y vecina de Caguas,

Puerto Rico.

--Comparecen además DON JESUS CRUZ DIAZ, Seguro Social
1432---- Y DOÑA LUISA MERCED FONSECA, Seguro Social -2467,
mayores de edad, casados entre sí, propietarios y vecinos de ---
Caguas, Puerto Rico, quienes son los padres de Ruth Jackeline ---
Cruz Merced, para dar su consentimiento en este otorgamiento.

-----ACEPTACION-----

--Los comparecientes aceptan esta escritura en todas sus partes
por hallarla de acuerdo con sus instrucciones y YO, el Notario,
les hice las reservas y advertencias de ley pertinentes.

-----OTORGAMIENTO-----

--Así lo dicen y otorgan ante mí los comparecientes luego de --
haber renunciado al derecho que les advertí tenían para requerir
la presencia de testigos instrumentales.

-----LECTURA-----

--Leída por mí y por los otorgantes en la misma se ratifican y
firman fijando además sus iniciales en todos los folios de esta
escritura.

--De todo lo cual así como de haber identificado a:

--Luis Hommy Rodríguez Vázquez, mediante la Licencia de Conducir
número cinco, setenta y cinco, dos
5752),--

--Ruth Jackeline Cruz Merced, mediante la Tarjeta Electoral nú-



--Luisa Merced Fonseca, también conocida por Luisa Virginia Merced Fonseca, mediante Tarjeta Electoral , nueve diez, siete (9107).-----

--Dichas identificaciones son expedidas por el Gobierno de Puerto Rico y en las mismas constan la firma y fotografía de estos, las cuales presentaron voluntariamente.-----

--Y por sus dichos en cuanto a su edad, estado civil, profesión - y vecindad y de todo lo demás que aseguro o refiero en este instrumento público Yo, el Notario, DOY FE.-----

Luis Hernández Rodríguez
Ruth Sacchino Cruz Muñoz
Ases. Of. Díz
Luisa Virginia Muñoz Fonseca

LH&RV
RJCM
J.C.D
L.V.M.F



Escriptura e Instancia:

Número de Escritura o Instancia 12
Fecha de Escritura o Instancia 16 febrero 2001
Lugar de Organamiento CACUAS, PR
Nombre del Notario NOISES MUÑIZ HERNANDEZ
Número de Colegiado o de Notario 3907

Documento Judicial:

Tipo de Documento n/n

- Sentencia o Resolución Declaratoria
 Orden y Mandamiento Otros

Tribunal _____, Sala de _____

Núm. Caso _____, Sobre _____

Demandante _____

Demandado _____

Ex Parte _____

Documento Administrativo:

Tipo de Documento n/n

Expedido por _____

Fecha de Expedición _____

DATOS COMUNES A TODOS LOS DOCUMENTOS

Lugar de ubicación de la(s) finca(s) Rustica: Bo. Boringua, Caguas PR
Número(s) de la(s) Finca(s), FOLIO: 90 TONO: 121 FINCA: 38451

NUM. SOB. ALT: 366

Acción Solicitada

Transacción(es)

VENDEDOR (OTORGANTE):

A Favor de

Valor(es) \$ 45 000.00

Documentos Complementarios

CABIDA: 425-14%

Inscribir

Cancelar

Anular

Hipoteca Voluntaria

Jesús Ramón Rodríguez Vázquez

Estados Unidos América

Sellos: _____

Comprobantes y Selllos: # de Serie

Sin Derecho

Valor _____

Total _____

Notificar al Notario SI No

Nombre, Dirección, Teléfono y Fax del Notario

BOX 5 CACUAS, PR 00726

NOISES MUÑIZ HERNANDEZ

TELEFONO: 743-2033

FAX: 743-8743

Nombre, Dirección, Teléfono y Fax del Presentante

Miguel A. Reyes



ESTADO LIBRE ASOCIADO DE PUERTO RICO
DEPARTAMENTO DE JUSTICIA
REGISTRO INMOBILIARIO DIGITAL DEL ESTADO LIBRE ASOCIADO DE PUERTO RICO

Caguas: Sección I
Ana L Robles Alago
Registrador de la Propiedad
arobles@justicia.pr.gov

CERTIFICACIÓN DE PROPIEDAD INMUEBLE
TURNO DE CERTIFICACIÓN: 2020-018987-CERT

A solicitud de ROBERTO FIGUEROA CARRASQUILLO se expide la presente sobre las constancias del Registro Inmobiliario Digital de Puerto Rico, y yo Ana L Robles Alago, Registrador CERTIFICO la siguiente información de la finca que se relaciona:

Finca número: 38451

Demarcación: Caguas

Descripción de la Finca

Número de Catastro: ---. Rústica: BARRIO BORINQUEN de Caguas. Solar: 366. Cabida: 425.14 Metros Cuadrados. Linderos: Norte, con parcela 367 de la Comunidad. Sur, con parcela 365 de la Comunidad. Este, con Calle 4 de la Comunidad. Oeste, con parcelas 372 y 373 de la Comunidad. Es segregación de la finca número p 27601 inscrita al folio 78 del tomo 833 de Caguas.

Titulares

Inscrita una participación en esta finca a favor de Marcelino Delgado Rivera, mayor de edad, quien adquirió por Compraventa, con un valor de \$40,000.00, mediante la escritura número 93 otorgada en Caguas el 31 de agosto de 1993 ante el notario Agustín Gomez Tiburcio, según inscripción 2

Comunidad de bienes hereditario compuesta por; Celsa Rivera Torres, Enrique Rivera Torres, Francisco Rivera Torres, Miguel Rivera Torres, Nilda Rivera Torres, Oscar Rivera Torres, Pedro Rivera Torres, Carmen Rosa Rivera Mirabal, María De Lourdes Rivera Mirabal, Félix Rene Rivera Mirabal, Iván Rivera Mirabal, Pedro Pablo Rivera Ortiz, Marili Rivera Ortiz, Marisela Rivera Ortiz, Mariela del Rosario Rivera Ortiz, todos mayores de edad, quienes adquieren por herencia de Manuela Rivera Torres, con un valor de \$22,500.00. Resolución expedida por el Tribunal de Primera Instancia, Sala de Caguas, en el caso Civil número EJV200-1092 del 15 de diciembre de 2000, según inscripción 3

Cargas y Gravámenes

Cuota Viudal Usufructuaria: a favor de Marcelino Delgado Rivera. Resolución expedida por el Tribunal de Primera Instancia, Sala de Caguas, en el caso Civil número EJV200-1092 del 15 de diciembre de 2000, según inscripción 3^a.

Anotación de Embargo (Judicial, por valor): Anotación de Embargo Preventivo únicamente sobre la participación alícuota del co-demandado FELIX RIVERA MIRABAL, a favor de Banco Popular De Puerto Rico, con un valor de \$300,000.00. En el Tribunal de Primera Instancia, Centro Judicial de Caguas, caso civil EAC2010-0602 (403A) seguido por Banco Popular demandante contra Félix Rivera Mirabal y su esposa Carmen Cruz Rodriguez y la sociedad Legal de gananciales compuesta por ambos, según inscripción A

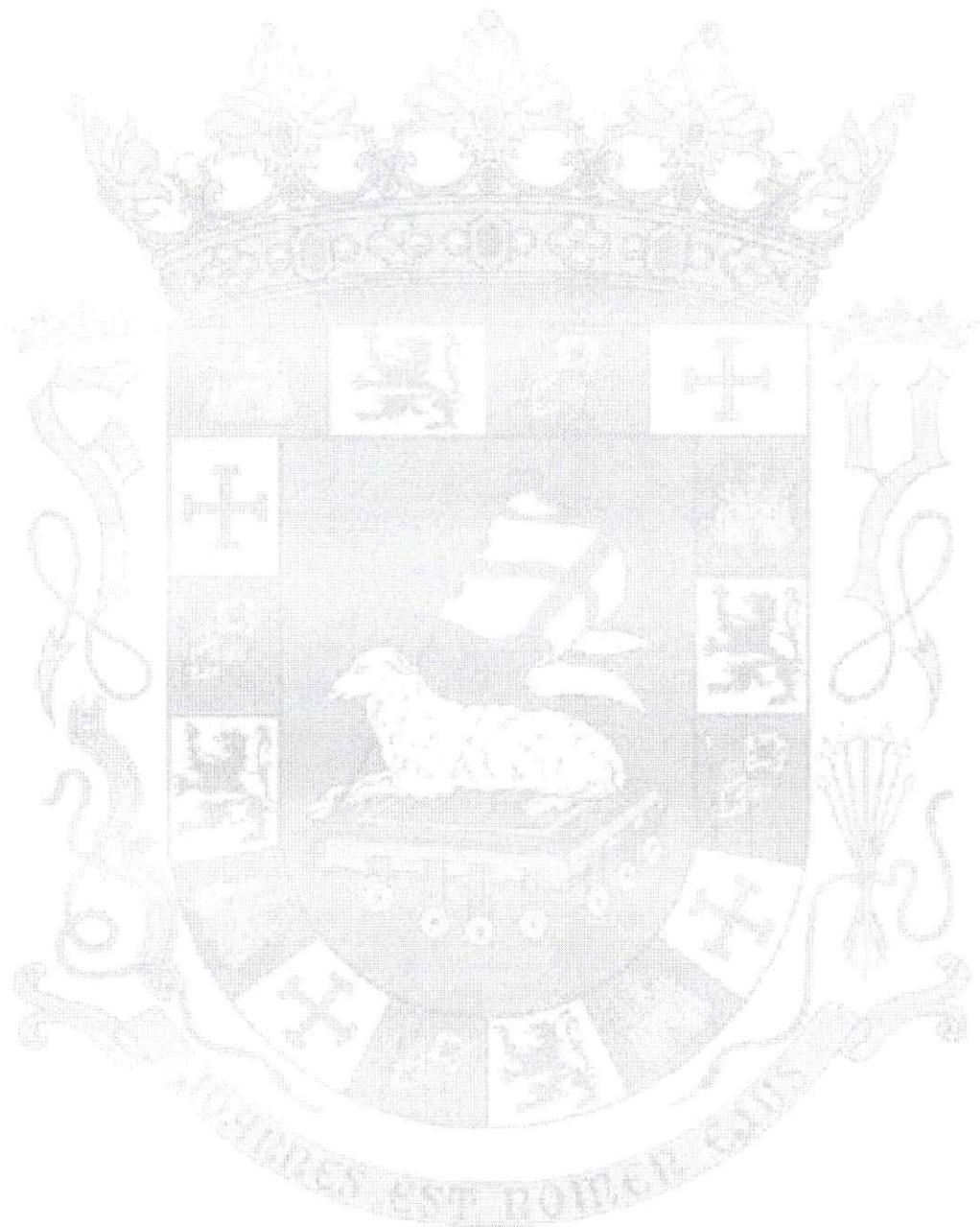
Libros Auxiliares

No existen asientos relacionados a esta finca en los Registros de Embargos a favor del Estado Libre Asociado de Puerto Rico, Gravámenes por Contribuciones a favor de los Estados Unidos de América y Sentencias.

Observaciones: Ninguna

Despachado: el 16 de diciembre de 2020, 9:31AM.

Expedido la presente, hoy 21 de diciembre de 2020, 1:30PM.
Derechos: \$15.00, Número de comprobante: 80533-2020-1215-37982005



[Round seal with emblem:
DEPARTMENT OF JUSTICE
COMMONWEALTH OF PUERTO RICO
OFFICIAL SEAL]

COMMONWEALTH OF PUERTO RICO
DEPARTMENT OF JUSTICE
DIGITAL REAL PROPERTY REGISTRY OF THE COMMONWEALTH OF PUERTO RICO

Caguas: Section I
Ana L Robles Alago
Property Registrar
arobles@justicia.pr.gov

CERTIFICATION OF REAL PROPERTY
CERTIFICATION SESSION: 2019-024347-CERT

At the request of ROBERTO FIGUEROA CARRASQUILLO, this document is issued with respect to the records in the Digital Real Property Registry of Puerto Rico, and I, Ana L. Robles Alago, Registrar, **CERTIFY** the following information regarding the property specified:

Property number: 38451

Jurisdiction: Caguas

Property Description

Cadaster Number: --. Rural: BARRIO BORINQUEN of Caguas. Lot: 366. Area: 425.14 Square Meters.

Boundaries: North, with parcel 357 of the Community. South, with parcel 365 of the Community. East, with Street 4 of the Community. West, with parcels 372 and 373 of the Community. It is a segregation of property number 27601 registered on folio 78 of volume 833 of Caguas.

Owners

Registered a share in this property in favor of Marcelino Delgado Rivera, of legal age, who acquired it by Sale, with a value of \$40,000.00, by means of deed number 93 granted in Caguas on August 31, 1993 before the notary Agustín Gómez Tiburcio, according to inscription 2

The hereditary assets Community is made up of: Celsa Rivera Torres, Enrique Rivera Torres, Francisco Rivera Torres, Miguel Rivera Torres, Nilda Rivera Torres, Oscar Rivera Torres, Pedro Rivera Torres, Carmen Rosa Rivera Mirabal, María De Lourdes Rivera Mirabal, Félix René Rivera Mirabal, Iván Rivera Mirabal, Pedro Pablo Rivera Ortiz, Marili Rivera Ortiz, Marisela Rivera Ortiz, Mariela del Rosario Rivera Ortiz, all of legal age, who acquire by inheritance of Manuela Rivera Torres, with a value of \$22,500.00. Decision issued by the Court of First Instance, Chamber of Caguas, in Civil Case No.EJV200-1092 of December 15, 2000, according to inscription 3.

Charges and Encumbrances

Widow's Usufructuary Quota: in favor of Marcelino Delgado Rivera. Resolution issued by the Court of First Instance, Court of Caguas, in Civil Case Number EJV200-1092 of December 15, 2000, according to inscription 3^a [3rd inscription].

Annotation of Attachment (Judicial, by value): Annotation of Preventive Attachment only on the aliquot participation of the co-defendant FELIX RIVERA MIRABAL, in favor of Banco Popular De Puerto Rico, with a value of \$300,000.00 In the Court of First Instance, Judicial Center of Caguas, civil case EAC2010-0602 (403A) followed by Banco Popular plaintiff versus Félix Rivera Mirabal and his wife Carmen Cruz Rodríguez and the Legal Conjugal Partnership comprised by both, according to inscription A.

Subsidiary Books

No entries exist related to this property in the Registry of Liens in favor of the Commonwealth of Puerto Rico, Tax Liens in favor of the United States of America and Judgments.

Observations: None.

Dispatched: on December 16, 2020, 9:31AM

This certification is issued today, December 21, 2020, 1:30PM.
Fees: \$15, Voucher number: 80533-2020-1215-37982005

Electronically signed by the registrar Ana L. Robles Alago on December 21, 2020, 1:30 PM
Validation Code: 82984f3c-7e00-4343-98f0-f9558b3edbef

[On both pages of the original document there is a watermark with
Commonwealth of Puerto Rico coat of arms with text in Latin:
JOANNES EST NOMEN EUS]

CERTIFICATE OF TRANSLATOR # JF-2021-136

I am a United States court-certified interpreter, and I CERTIFY that the above is a faithful translation of the Spanish source, which I have performed to the best of my ability. It consists of three (3) pages, including this certification sheet, and contains no changes or erasures.

The content of this translation is a Certification of Real Property issued by the Property Registrar of Caguas, Section I, on September 1, 2019.

In Cambridge, Massachusetts, on September 1, 2021.



Joaquín Font
Font Translations

Calle Calaf 400, Suite 268, San Juan, PR 00918
Toll-Free Tel. & Fax: 1-877-JOAQUIN (562-7846)
e-mail: fonttranslations@gmail.com



ESTADO LIBRE ASOCIADO DE PUERTO RICO
DEPARTAMENTO DE JUSTICIA
REGISTRO INMOBILIARIO DIGITAL DEL ESTADO LIBRE ASOCIADO DE PUERTO RICO

Caguas: Sección I
Beatriz Beato Diaz
Registrador de la Propiedad
bbeato@justicia.pr.gov

CERTIFICACIÓN DE PROPIEDAD INMUEBLE

TURNO DE CERTIFICACIÓN: 2021-019794-CERT

A solicitud de ROBERTO FIGUEROA CARRASQUILLO se expide la presente sobre las constancias del Registro Inmobiliario Digital de Puerto Rico, y yo Beatriz Beato Diaz, Registrador CERTIFICO la siguiente información de la finca que se relaciona:

Finca número: 38451

Demarcación: Caguas

Descripción de la Finca

Número de Catastro: ---, Rústica: BARRIO BORINQUEN de Caguas. Solar: 366 (TIENDA GRANDE) . Cabida: 425.14 Metros Cuadrados. Linderos: Norte, con parcela 367 de la Comunidad. Sur, con parcela 365 de la Comunidad. Este, con Calle 4 de la Comunidad. Oeste, con parcelas 372 y 373 de la Comunidad. Es segregación de la finca número 27601 inscrita al folio 78 del tomo 833 de Caguas.

Titulares

Inscrita una participación en esta finca a favor de Marcelino Delgado Rivera, mayor de edad, quien adquirió por Compraventa, con un valor de \$40,000.00, mediante la escritura número 93 otorgada en Caguas el 31 de agosto de 1993 ante el notario Agustín Gomez Tiburcio, según inscripción 2

Inscrita una participación en Comunidad de bienes hereditarios compuesta por: Celsa Rivera Torres, Enrique Rivera Torres, Francisco Rivera Torres, Miguel Rivera Torres, Nilda Rivera Torres, Oscar Rivera Torres, Pedro Rivera Torres, Carmen Rosa Rivera Mirabal, María De Lourdes Rivera Mirabal, Félix Rene Rivera Mirabal, Iván Rivera Mirabal, Pedro Pablo Rivera Ortiz, Marilí Rivera Ortiz, Marisela Rivera Ortiz, Mariela del Rosario Rivera Ortiz, todos mayores de edad, quienes adquieren por herencia de Manuela Rivera Torres, con un valor de \$22,500.00. Resolución expedida por el Tribunal de Primera Instancia, Sala de Caguas, en el caso Civil número EJV2000-1092 del 15 de diciembre de 2000, según inscripción 3

Cargas y Gravámenes

Cuota Viudal Usufructuaría: a favor de Marcelino Delgado Rivera. Resolución expedida por el Tribunal de Primera Instancia, Sala de Caguas, en el caso Civil número EJV2000-1092 del 15 de diciembre de 2000, según inscripción 3^a.

Anotación de Embargo (Judicial, por valor): Anotación de Embargo Preventivo únicamente sobre la participación alicuota del co-demandado FELIX RIVERA MIRABAL, a favor de Banco Popular De Puerto Rico, con un valor de \$300,000.00. En el Tribunal de Primera Instancia, Centro Judicial de Caguas, caso civil EAC2010-0602 (403A) seguido por Banco Popular demandante contra Félix Rivera Mirabal y su esposa Carmen Cruz Rodríguez y la sociedad Legal de gananciales compuesta por ambos, según inscripción A

Libros Auxiliares

No existen asientos relacionados a esta finca en los Registros de Embargos a favor del Estado Libre Asociado de Puerto Rico, Gravámenes por Contribuciones a favor de los Estados Unidos de América y Sentencias.

Observaciones: .

Despachado: el 31 de agosto de 2021, 8:49AM.

Expedido la presente, hoy 31 de agosto de 2021, 2:20PM.
Derechos: \$15.00, Número de comprobante: 80533-2021-0830-86638003

